

Afton

IUOE #234 (Mixed)

7/1/2006 6/30/2007

AFTON / IUOE #234 (MIXED)

06-07

AGREEMENT

BETWEEN

THE CITY OF AFTON, IOWA

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 234, AFL-CIO**

JULY 1, 2006, TO AND INCLUDING JUNE 30, 2007

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ARTICLE 1 - PREAMBLE

1.1 This Agreement, made and entered into the 11th day of May, 2006, by and between the City of Afton, Iowa herein known as the "City" and Local Union #234, International Union of Operating Engineers, AFL-CIO of Des Moines, Iowa herein after known as the Union.

1.2 The Agreement is entered into for the purpose of facilitating peaceful and satisfactory adjustment of differences that may arise from time to time and to promote harmony and efficiency to the end that the City, its Employees, the Local Union and the general public may mutually benefit; and the parties hereto contract and agree with each other as follows to wit:

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 It is distinctively understood and agreed by the Union that the City reserves the rights of Management including those rights set out in Section 7 of the Public Employment Relations Act, Chapter 20 Code of Iowa. At all times in that, except as otherwise specifically provided in this Agreement. The City has the sole and exclusive right to exercise all rights or functions of Management. These rights or functions include, but are not limited to: the right to direct the working force, including the right to hire, discipline, suspend or discharge for just cause, schedule vacations, transfer, promote, demote or lay-off employees.

2.2 The City agrees that it will, in good faith, discuss with the Union sixty (60) days in advance of any proposal to contract out work, which will affect the continuation of employment of its Employees. The City also has the right to promulgate proper rules and regulations regarding the conduct of its Employees in so far as they do not conflict with the terms of this Agreement and a notice of sixty (60) days is given to Employees and the Union.

ARTICLE 3 - RECOGNITION OF THE UNION

3.1 The Union has been certified by order of the P.E.R.B., Case No. 4014 dated September 18, 1989, the City agrees to negotiate and bargain exclusively with the Union through its duly accredited Officers and Representatives, in respect to wages, rates of pay, hours of employment and working conditions for the following Employees of the City.

3.2 All Employees of the City of Afton including, but not limited to: Superintendent of Water, Sewer, Streets; Policeman; Water Plant Operator; Electrical Superintendent; Assistant to Electrical Superintendent and Deputy Clerk with the following exceptions: City Clerk, Mayor and City Council. Also included are any permanent part-time Employees.

3.3 The City further agrees that if any other classifications legally come under the jurisdiction of the Union they will make an addendum to this Agreement covering such Employees.

ARTICLE 4 - PERSONNEL RECORDS

All Employee records shall be considered "CONFIDENTIAL", and shall be accessible only in the following manner:

4.1 Contents of an Employee's file shall not be opened by anyone except the Mayor, City Clerk, City Council or respective department head, the Employee or their specially authorized representatives, or as may be required by a Court Order.

4.2 No material of any kind shall be placed in an Employee's personnel file unless the Employee has been allowed to read it and has indicated, by affixing their signature, that they have knowledge of that which is being placed in their file.

4.3 The Employee may place in the file written comments regarding material which they consider to be derogatory.

4.4 No portion of any Employee's file shall be reproduced by any person without consent of the Employee.

4.5 No information from the personnel file shall be released to outside parties except verification of employment, employment dates, and title without prior written authorization from the Employee.

4.6 Upon termination, an Employee shall retain the right to obtain copies of his/her entire personnel file for a period of two years following termination. Requests should be made in writing to the City Clerk.

4.7 Employees will be required to prepare and sign a statement regarding future releases of information from their personnel file at the time of their termination.

ARTICLE 5 - RECRUITMENT, APPLICATION & SELECTION

5.1 General Statement

(a) Appointment and promotion to positions in the City shall be based on merit and fitness. Selection methods will be based solely on job-related knowledge, skills, abilities, experience, education, and when appropriate, prior demonstrated performance, aptitude and adaptability. Selection factors will be weighed as determined through position classification and analysis.

(b) Regardless of the number of competitors, selection methods shall be deemed competence when: (1) the qualifications required are based on education, experience, and

personnel standards established by the Mayor and City Council; (2) a reasonable opportunity is afforded for qualified persons to apply; and (3) all persons being considered compete against common standards.

5.2 Appointing Authority

The Committee Chairman and Department shall recommend in writing to the City Council all appointments for the department. The City Council is the appointing authority.

5.3 Announcement of Vacancies

- a) All vacancies shall be filled by transfer, promotion, re-employment, reinstatement, or original appointment. When a vacancy is to be announced, the City Clerk shall submit a written request to the City Council. This request should state any special requirements of the position so that they can be added to the job announcement. Approval must be obtained from the City Council prior to any advertising or recruitment.
- b) The job announcement shall specify the title and salary range of the class for which the opening is occurring; the job description (or summary); manner of application; and other pertinent information.
- c) Announcements shall be posted on all City Hall bulletin boards where eligible persons might reasonably be expected to have access to them.
- d) It shall be the duty of the City Clerk to bring the announcement to the attention of all eligible employees.
- e) In the event of any new jobs or vacancies, the City Council shall cause to be posted an announcement of a job opening.
- f) The job announcement shall specify the job title, salary range of the job, job description or a list of duties, normal hours of work, qualifications and other pertinent information.
- g) Such notices shall be posted for a period of five (5) working days. At which time, any Employee may request, in writing, a desire for such position.
- h) Employees who request such job, if qualified, will be awarded the job on the basis of qualification and seniority with the City. If the qualifications are reasonably equal the seniority shall prevail.
- i) In the event that an Employee is not qualified, Management shall state, in writing, to the Employee and the Union why the Employee did not meet qualifications.

j) If a senior Employee who is determined qualified and is not awarded the job, Management shall state, in writing, to the senior Employee and the Union why a less senior Employee was awarded the job.

k) All job announcements and their results shall be sent to the Union.

ARTICLE 6 - PRE-EMPLOYMENT REQUIREMENTS

6.1 Medical Examination Prior to Appointment - Any medical examination required prior to original appointment shall be conducted by a licensed physician approved by the City prior to the examination. Cost of this examination shall be incurred by the City. If the physician deems any candidate medically unable to perform the duties of the position, the report shall state the reason(s) for the inability and the reason for rejection. The City Council shall make all decisions in the regard.

6.2 All medical examinations required before promotional appointments are made shall be paid for by the City.

6.3 Any person who refuses to submit to such an examination may be rejected for employment.

6.4 Background Check - Candidates for Police and certain finance positions may be photographed and finger printed for the purpose of a routine background check.

6.5 Any person who refuses to submit to such an examination may be rejected for employment.

6.6 Rejection of Applicants

Any applicant may be rejected if that person:

(a) Is found to lack the job-related qualifications prescribed in the job description.

(b) Is physically unfit to perform the duties of the position.

(c) Has a recent history of untreated excessive use of alcohol, or use of narcotics, or other drugs which affect work performance.

(d) Has a record of unsatisfactory employment.

(e) Has been convicted of a crime which would bar the applicant from effective performance of duties of the specified position applied for (time limits for consideration are 5 years for felonies, and 2 years for misdemeanors).

(f) Has used or attempted to use political pressure or bribery to secure an advantage in being considered for a position.

(g) Has practiced or attempted to practice deception or fraud in the application or testing process.

(h) Has otherwise violated policy or procedures relating to the application process.

A reasonable effort will be made to notify all applicants applying for a specific job, by mail or phone, within 5 working days after the vacancy has been filled.

ARTICLE 7 - EMPLOYEE STATUS

7.1 Definitions

(a) Probationary - A new Employee being evaluated for specific period of time prior to achieving permanent status.

(b) Permanent - An Employee who has successfully completed the specified probationary period (and has been retained in the appointed position).

(c) Temporary - An Employee who has been appointed for a specified period of time, either full or part time.

(d) Conditional - An Employee on temporary status, with transition to permanent status conditional upon another employee's return.

(e) Full-time - An Employee who works the normal (40 hours) work week.

(f) Part-time - An Employee who is employed regularly for less than the normal number of working hours, but on a fixed schedule.

7.2 Probationary Period: City Service Positions

The initial probationary period shall be six (6) months for all new Employees. Prior to completion of this probationary period, Employees may be dismissed by written notice stating the date of dismissal and cause.

All promotions, transfers and re-appointments will be subject to a 30 day probationary period. During this type of probationary period Employees will continue to be considered permanent employees, will accrue seniority and shall be protected in discharge procedures as other permanent employees.

7.3 Probationary Period: Police Service Positions

(a) For a new Employee with less than 24 months satisfactory experience with a State, County or Municipal Law Enforcement Agency, the probationary period shall be 18 months.

(b) For a new Employee with at least 24 months of satisfactory experience with a State, County or Municipal Law Enforcement Agency, the probationary period shall be 12 months.

(c) Probation may be extended in exceptional circumstances for a period not to exceed three (3) months.

(d) All promotions, transfers and re-appointments shall be subject to a 30 day probationary period. During this type of probationary period Employees will continue to be considered permanent employees, will accrue seniority and shall be protected in discharge procedures as other permanent Employees.

7.4 Seniority

(a) Seniority means the length of an Employee's continuous service with the City. An Employee who has not completed the initial probationary period shall not be considered to have seniority and shall not be considered a permanent Employee.

(b) An Employee's continuous service record (seniority) shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within one year, the break in continuous service shall be removed from their record, and the employee will begin accruing seniority without loss of previous accrual (not to include the period of leave or separation).

7.5 Promotion

The City shall endeavor to fill job vacancies by promotion from within the organization. The newly promoted Employee will be subject to a 30 day probationary period.

7.6 Demotion

When an Employee is demoted, the rate of pay shall be determined as follows:

(a) In Lieu of Layoff:

(1) If the salary received in the higher range falls within the pay range of the class to which demoted, the rate of pay shall remain the same.

(2) If the salary received is greater than the top step of the class to which demoted, the salary shall be reduced to the top step of the lower pay range.

(b) Other Reasons for Demotion:

(1) Following Original Appointment - When an Employee is demoted during the probationary period following original appointment, pay rate shall be the minimum of the pay range of the class to which demoted.

(2) Following Promotion - When an Employee is demoted during the probationary period following promotion, pay shall be set at the step in effect prior to the promotion.

(3) Disciplinary Demotion - When a disciplinary demotion occurs, pay will be set at the same pay step in the lower position.

7.7 Suspension

(a) Disciplinary Suspension - An Employee may be suspended from duty for disciplinary reasons for a period not to exceed 30 days. Disciplinary suspensions shall be without pay (see Disciplinary Action Procedure, Section 24.9 (h)(1)).

(b) Administrative Suspension - An Employee may be suspended without pay for five days for the purpose of investigating grounds for suspension or dismissal. If the investigation clears the Employee of the charges, they will receive retroactive pay for the period of suspension (see Section 24.9 (h)(2)).

(c) An Employee may be suspended without pay for severe conduct violations. This type of suspension is limited to the remainder of the current shift plus one day. (see Section 24.9)

(d) A written report of all suspensions shall be placed in the Employee's personnel record indicating the date, length, and reason for suspension. This report shall be reviewed and initialed by the Employee. Copies of this report will be sent to the Employee and the Union.

7.8 Reappointment Rate

Persons receiving re-employment or reinstatement appointments may be paid at any step

within the pay range not to exceed the step attained at the time of separation, at the discretion of the City Council.

7.9 Separation

(a) Upon separation of any Employee for any reason, the Employee shall be paid a lump sum payment for all earned but unused sick leave credits in accordance with the following schedule. This Section (a) shall not apply to any Employee hired after July 1, 2006:

- (1) Prior to the third anniversary of employment - no compensation.
- (2) Years four through seven - 50% of accumulated credits at the employee's current salary scale.
- (3) Years eight through twelve - 65% of accumulated credits at the employee's current salary scale.
- (4) Years thirteen through seventeen - 85% of accumulated credits at the Employee's current salary scale.
- (5) Years eighteen and after - 100% of accumulated credits at the Employee's current salary scale.

(b) Before separation, all Employees must complete an exit interview with the City Clerk. The purpose of this interview is to clarify the factors leading to the separation for the benefit of both the Employee and Employer. A summary of this interview shall be prepared on the form provided, signed by both parties, and placed as the final document in the Employee's personnel record.

If the Employee's termination date does not coincide with the last day of the pay period, the Employee will receive compensation for time work based on an hourly pay schedule.

7.10 Layoff

If there are changes in the organization, lack of work or funds, the City Council may lay off Employees.

(a) Employees shall be given not less than ten working days written notice and shall be laid off in inverse order of their seniority and their position. (e.g. lower positions in the Department to be laid off first regardless of seniority.)

(b) Any Employee who is to be laid off who had advanced to their present position from

a lower position in which they held permanent appointment shall be given a position, if available, in a lower position in the same Department.

(c) Seniority in the lower position shall be established according to the date of original appointment to that position.

(d) Employees shall be called back from layoff according to seniority in the position which the Employees were laid off within the Department.

(e) No new Employees shall be hired in any position until all Employees on layoff status have had the opportunity to return to work.

(f) An Employee on layoff status shall accept or decline an opening within 5 working days following notice of an available position. They must be prepared to return to work within 10 working days of accepting a position.

(g) In the event of layoff, Employees shall receive based upon their current rate of pay as follows:

Time Worked for the City	Amount of Pay
6 mos but less than 2 yrs	1 week pay
2 years or more	2 weeks pay

7.11 Resignation

If circumstances make it necessary for an Employee to resign, a written resignation should be submitted to the City Council. This should state the reason for resigning and give at least 10 working days notice. Failure to give such notice shall result in forfeiture of all City benefits.

7.12 Termination for Medical Reasons

When it is determined, on the basis of a medical examination, that an Employee is incapable of performing the duties of their position satisfactorily because of a physical or mental impairment which is likely to continue indefinitely or to reoccur frequently, the appointment may be terminated. However, every effort will be made to reassign the Employee to a position within their physical and mental capabilities. (Final decisions in this area will be made by the City Council.)

ARTICLE 8 - HOURS OF WORK

8.1 Employees except Police

- (a) Work Week. Normal work week shall consist of five (5) eight hour days, Monday through Friday.
- (b) Work days shall consist of eight (8) working hours. The work day shall be a twenty-four (24) hour period beginning at 12:01 A.M. and ending 11:59 P.M.
- (c) The normal work hours for Administration Employees will be 8:00 A.M. to 5:00 P.M.
- (d) The normal work hours for other Employees under this Section will be 7:00 A.M. to 4:00 P.M.

8.2 City Employees except Police service

- (a) Work Day Breaks. During a normal eight (8) hour work day shall include two (2) fifteen (15) minutes paid breaks and a one (1) hour unpaid lunch break. Employees working ten (10) hour days shall receive an additional fifteen (15) minute paid break each day for an end total of three (3).
- (b) Overtime. Employees will receive overtime for all hours worked or paid in excess of their normal eight (8) hour work day or forty (40) hours per week at a premium rate of one and one half (1-1/2) times their basic hourly rate. If Employees are scheduled a four (4) ten (10) hour work week then Employees would receive overtime for all hours worked or paid in excess of their normal ten (10) hour work day or forty (40) hours per week at a premium rate of one and one half (1-1/2) times their basic hourly rate.
- (c) An Employee, except for snow removal Article 8.4, subsection (h), shall obtain written approval from the Mayor or his/her designee prior to working any overtime.

8.3 Police Service

- (a) Work Week. The normal work week shall consist of five (5) eight (8) hour work days in a seven (7) day work period, beginning Thursday at 6:00 A.M. and ending the next Thursday at 5:59 A.M.
- (b) Each work day shall begin at 6:00 A.M. and end 24 hours later.
- (c) Breaks. A normal work day shall have two (2) fifteen (15) minute paid breaks in addition to the paid meal period. Employees on duty will be required to maintain radio or telephone contact with the Law Enforcement Center at all times.
- (d) Employees will receive overtime for all hours worked, or paid in excess of the

Employee's regularly scheduled shift, or over forty (40) hours in the Employee's work week at a premium rate of one and one half (1-1/2) times their basic hourly.

(e) Police service Employees shall obtain written approval from the Mayor or his/her designee prior to working overtime. In the case of an emergency or unforeseen circumstances, the Employee shall obtain such written approval two tenths (.2) hour of commencing any such overtime worked. These Employees shall not work any additional overtime without the Mayor's or his/her designee's written approval.

(f) The Council will develop rules and procedures for implementing this section. These rules shall provide for leave requests of two days or less requested by the Employee with less than the seven days notice but at least 24 hours notice. Council will meet at least bi-annually with the Business Representative of the Union to discuss any problems regarding overtime as it relates to Police Employees under this section and work schedules.

8.4 All Employees

(a) Employees who work on a holiday, in addition to their holiday pay shall be compensated at the rate of one and one half (1-1/2) times their regular rate of pay for each of the first eight (8) hours worked and at a rate of two (2) times their regular rate of pay for hours worked in excess of eight (8) hours.

(b) Employees who are required to attend Council meetings will receive compensatory time at their overtime hourly rate for the time spent on City business at such Council meeting.

(c) Employees will have the option of receiving overtime pay or compensatory time off. Compensatory time will be earned at the appropriate overtime rate. Employees will be allowed to accumulate up to one hundred twenty (120) hours of compensatory time. Employee(s) will be allowed twice a year to sell back accumulated compensatory time to the City and receive a separate check.

(d) All call outs, except for emergency overtime per Article 8.4(h), must be authorized in writing, by the Mayor or his/her designee prior to starting of any overtime work to be performed. Employee shall receive a minimum of one (1) hour at the Employee's overtime rate for each authorized call-out, except for Article 8.4(b). Failure by the Employee to obtain the written authorization under this subsection before commencing such overtime work shall be grounds for disciplinary action.

(e) The weekly pay period shall be from Thursday 12:01 A.M. to 11:59 P.M. of the following Wednesday.

(f) Employees will be paid every two (2) weeks by noon of the Friday following the end of the two (2) week period.

(g) Overtime shall be computed to the nearest half hour.

(h) Emergency Overtime: The Mayor or City Council may declare an emergency during periods of disruption resulting from accidents, acts of God, or events of crisis proportions. They shall notify Department Heads by any means available and may instruct them to deploy their subordinates from home, job or any other place for the purpose of alleviating such emergency situations. Failure to report to duty under these circumstances will be grounds for disciplinary action. When an Employee(s) is called out, the Police will log the time of the call. The Employee(s) will come to City Hall and punch in. The Employee(s) will receive two tenths (.2) hour at the appropriate rate in addition to the time the Employee(s) punched in. Employee(s) will be called out only by Police, Mayor or Mayor Pro-tem.

(i) Failure to obtain written approval per Article 8.2 (c) or Article 8.3 (f) for working overtime shall be grounds for disciplinary action.

(j) The City shall have written rules for the written approval of Employee overtime which states the methods for contacting the Mayor or his/her designee. Failure on the part of an Employee to work any overtime due to the Employee's inability to obtain written authorization for overtime work shall not be grounds for disciplinary action.

ARTICLE 9 - OUTSIDE EMPLOYMENT

9.1 Police Service

(a) Employees wishing to engage in off-duty employment with another Employer must obtain approval from the City Council through the Mayor.

(b) Employees who engage in off-duty police related activities for the City (in uniform and within City limits) shall be subject to the chain of command and protected by City benefits. These assignments shall be offered on a voluntary basis.

9.2 All Employees - In order to be approved, the outside employment must conform to the following regulations:

(a) Such outside employment shall have no conflict, real or implied, with official duties of the Employee.

(b) Outside employment shall not require such a degree of commitment that it would tend to prevent an Employee from rendering primary (effective) service to the City.

(c) The work shall not reflect, discredit or derogation upon the Employee or City.

(d) It shall be understood that the City has prior call upon the services of its Employees whenever the public interest demands it regardless of any impingement upon secondary employment.

ARTICLE 10 - WAGES

10.1 Each Employee shall be compensated in accordance with the respective classification title and corresponding salary range as set out in this Article.

10.2 Full-time Employees will be paid the hourly rate based on their full-time Employment for the City within the classification they are working.

10.3 The salary range for Employees in the bargaining unit for the period of July 1, 2006 to June 30, 2007 is as follows:

Deputy Clerk

	<u>7-1-2006</u>
Start	\$10.59
6 months	\$11.31
1 year	\$11.98
2 years	\$12.68
3 years	\$13.10
4 years	\$13.77

Superintendent of Streets, Water and Sewer

	<u>7-1-2006</u>
Start	\$15.15
6 months	\$15.84
1 year	\$16.51
2 years	\$17.17
3 years	\$17.86
4 years	\$18.51
5 years	\$19.19

Labor

	<u>7-1-2006</u>
Start	\$10.59
6 months	\$11.31
1 year	\$12.05
2 years	\$12.68

Water Plant Operator

	<u>7-1-2006</u>
Start	\$10.59
6 months	\$11.26

1 year	\$12.05
2 years	\$12.68

Police Officer

	<u>7-1-2006</u>
Start	\$11.87
6 months	\$12.50
1 year	\$12.89
2 years	\$13.86
3 years	\$14.53

Municipal Maintenance/Sewer Employee

	<u>7-1-2006</u>
Start	\$13.10
6 months	\$13.78
1 year	\$14.44
2 years	\$15.10
3 years	\$15.83

All part-time Employees, unless otherwise stated, will be paid the following:

July 1, 2006 to June 30, 2007

Start \$9.46 per hour 1 year \$9.82 per hour

The Union agrees that the City may hire one summertime (May 15 - September 15) Employee at minimum wage and no benefits. That individual will have no recall or transfer right, and the hiring will supersede recall rights of laid off Employees.

10.4 Employees will advance through the steps upon completion of the required number of months in the particular job classification they hold.

10.5 Employees who are assigned the duties for Employees in a higher classification for more than five (5) consecutive days will receive an additional \$.50 per hour for such work.

ARTICLE 11 - LEAVE AND REGULATIONS

11.1 General Statement:

All Employee benefits, provided to full-time permanent Employees shall be offered equally without regard to race, religion, national origin, sex, age, marital status, or mental or physical

handicap. Permanent part-time Employees shall be eligible for those benefits for which they qualify prorated on the basis of their average work week.

11.2 Authorization for Leave:

No payment for any leave of absence shall be made until the leave has been properly approved by the City Council.

11.3 Absence Without Leave:

Unauthorized absence of an Employee from duty shall be grounds for disciplinary action by the Department Head with the approval of the City Council. Any Employee who is for three (3) or more days without authorization shall be deemed to have resigned. When extenuating circumstances are found to have existed, however, such absence may be authorized by the Department Head with the approval of the City Council by subsequent grant of leave with or without pay.

ARTICLE 12 - HOLIDAYS

(a) There shall be eight (8) paid City holidays which shall coincide with existing State holidays as to the date of observance. In addition, there shall be three (3) personal days to be observed at the mutual convenience of the employer and employee, and the day after Thanksgiving and either the day before or after Christmas as determined by the City Council at the organizational meeting in January for a total of thirteen (13) holidays per year.

Employees who use vacation or compensatory time on their regularly scheduled work day before or after a recognized holiday shall not receive eight (8) hours holiday pay unless such vacation or compensatory time has been approved, in writing, prior to the holiday by the Mayor or his/her designee. All other paid time shall count as time worked by the Employee on their regularly scheduled work day before or after the recognized holiday.

(b) Holidays:

January 1	New Years Day
February	President's Day
May	Memorial Day
July 4	Independence Day
September	Labor Day
November	Veteran's Day
November	Thanksgiving Day
November	Day after Thanksgiving
December 25	Christmas Day

December Day before or day after
 Christmas as determined
 by the City Council

ARTICLE 13 - VACATION

13.1 Computation of Vacation Leave Time

The City Clerk shall compute vacation leave time for each Employee and post updated lists of accumulated leave time semi- annually on January 1 and July 1.

13.2 Accumulation of Vacation Time

Each permanent full-time Employee shall accrue permissive time off with pay for vacation leave in accordance with the following schedule:

Years of Continuous Service	Monthly Accrual Rate	Equivalent Annual Accrual	
		Hours	Days
0-12 Months	3-1/3 hours	40	5
1- 9 Years	6-2/3 hours	80	10
10-14 Years	10 - hours	120	15
15 plus years	13-1/3 hours	160	20

13.3 Permanent part-time Employees shall be eligible for vacation leave prorated on the basis of their average work week.

13.4 Accrued Vacation

Accrued vacation shall be credited as earned vacation for each month of service, or prorated for each fractional month, expressed to the half month of service, in accordance with section 13.2, except that vacation accrued during the first year of service shall not be credited as earned until the Employee completes the first year of continuous service.

13.5 Maximum Vacation Accumulation

If, on the first working day of each calendar year, an Employee's earned but unused vacation credits exceeds a one year accumulation as established in the above schedule, the Employee shall be responsible for initiating a request to the City Council for authorization to carry such credits into the next year.

The maximum vacation accumulation shall be two years accrued as established in section 13.2 with the following exceptions:

(a) The City Council authorizes carry-over due to extenuating circumstances.

(b) The City fails to approve a vacation leave request.

13.6 Vacation Leave Accumulated at Time of Termination

Upon separation of an Employee for any reason other than just cause termination by the City or failure of the Employee to give proper notice, the Employee shall be paid a lump sum payment for all unused vacation credits.

ARTICLE 14 - SICK LEAVE

14.1 The purpose of sick leave is to allow continuation of pay while an Employee recuperates from an illness, or other approved reason causing absence.

14.2 It is also intended to provide Employees with the assurance of pay in order that they may be away from the job to avoid exposing others to illness.

14.3 Sick Leave Accrual

A permanent full-time Employee shall earn sick leave with full pay at the rate of 4 hours per month during the first and second years of continuous employment, after the second year sick leave shall accumulate at the rate of 8 hours per month. Sick leave may be accrued up to a maximum of 180 days.

14.4 Sick Leave Allowed

Sick leave will be granted for the following reasons:

(a) Injury on the Job - Absence due to injury received on the job. Sick leave pay shall be used to compensate for the difference between Workman's Compensation Insurance and full pay.

(b) Other Illness or Injury - Personal illness or physical incapacity resulting from causes beyond the control of the Employees.

(c) Quarantine - Forced quarantine of the Employee in accordance with State and Community Health Regulations.

(d) Medical and Dental Appointments - These should be scheduled at the beginning or end of the work day whenever possible to avoid disruption of work.

(e) Up to twelve (12) accrued sick leave days per year for purpose of "immediate family members". Immediate family member is defined spouse, parent, child, sibling,

grandparent, grandchild, immediate in-law, or any other person who is dependent upon the Employee.

14.5 Other Accrued Time Allowed for Sick Leave

At such time as an Employee exhausts all of their sick leave benefits, accrued overtime, holiday and vacation credits may be used to continue pay during the remainder of the sick leave. Medical progress reports may be required prior to approval of such payments.

14.6 Employee Responsibility

It shall be the Employee's responsibility to maintain good health. This includes seeking competent medical attention in the event that an illness lasts longer than three days as well as periodic physical check-ups to detect potential illness or to control chronic health problems.

14.7 Mental and Emotional Problems

Employees are urged (and may be required, in lieu of disciplinary action) to seek treatment and counseling for mental and emotional problems which may affect work performance.

14.8 Procedures

Continuation of pay during absence from duty due to sickness or other approved reasons, shall depend upon compliance with the following procedures:

- (a) On the first day of absence from duty, the Employee, or someone on their behalf, shall notify the City of the reason for such absence. If the duration of the illness lasts longer than one day, the Employee must notify the City Clerk daily.
- (b) Within 36 hours after returning to duty, such employee shall fill out, and file with the City Clerk, a written report and request for approval of the absence as sick leave.
- (c) An Employee may be required after 3 days absence, to furnish a certificate from a licensed physician or practitioner to support their sick leave claim.

14.9 Official Record of Sick Leave

There shall be maintained by the City Clerk, as a part of the personnel records, an accurate and permanent record of approved sick leave for each Employee.

14.10 Second Medical Opinion

In cases of disability certified by an Employee's personal physician, the City has the right to obtain a second medical opinion to confirm the Employee's ability or inability to work. such examinations will be preformed by a licensed physician of the City's choosing; and at City expense. The consulting physician shall submit a written report to the City Council who will have

final decisions with regard to granting sick leave benefits. Employees who refuse to submit to such an examination may become ineligible for sick leave benefits (for the particular disability in question).

14.11 Maternity Leave

(a) Maternity leave shall be covered by sick leave or if available, disability leave pay during the period that the Employee's doctor certifies "disability." The Employee will be required to provide written certification before such payments are made. The length of leave, both prior to and after delivery, is a decision to be made by the woman and her doctor. Any time taken before or after the certified period of disability must be taken as compensatory time, vacation leave, or leave without pay, and regulations governing these forms of leave shall apply.

(b) The employee must notify the Department Head and City Council, in writing, of her intention to return to work (including date of return) at least ten working days prior to the commencement of her maternity leave, and within 15 days after delivery she must reaffirm her intention to return to work in order to assure that her position will be open. An employee who confirms her intention to return to work, in accordance with the above, shall have her position held open until the date specified in her statement of intention, after which reinstatement shall be dependent upon the availability of a suitable vacancy. Vacancies created by such leave, if filled, will be by temporary or conditional appointments.

(c) During the sick leave periods of maternity leave, vacation leave, seniority, and time towards annual evaluation shall accrue. In addition, health and other insurance benefits will continue without interruption.

During periods of leave without pay, standard rules governing seniority accrual, leave and fringe benefits under Leave Without Pay shall apply.

ARTICLE 15 - COMPASSIONATE LEAVE

15.1 In the event of death in the Employee's immediate family (spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, immediate in-law, or any other person who is dependent upon the Employee) the Mayor or Council may grant time off with pay not to exceed the following schedule:

(a) Three (3) consecutive days per occurrence for arrangement and attending the funeral of a spouse, child, parents, brother, or sister.

(b) Two (2) consecutive days for mother-in-law or father-in-law.

(c) One (1) day for grandparents, grandchildren, brother-in-law, sister-in-law, aunt or uncle.

(d) One-half (1/2) day for acting as pallbearers for persons other than above.

15.2 Procedures

(a) On the first day of absence from duty, the Employee shall give notice to their Supervisor of the reason for such absence.

(b) Within 36 hours after returning to duty, such Employee shall fill out and file with the City Clerk a written report and request for approval of the absence as compassionate leave.

ARTICLE 16 - MILITARY LEAVE

Any Employee who is a member of the National Guard or reserve component of the Armed Forces of the United State is entitled as per Code of Iowa.

(a) Request Procedure:

(1) A copy of orders must be presented to the Department Head, subject to the approval of the City Council.

ARTICLE 17 - CIVIL LEAVE

17.1 Necessary leave at full pay shall be granted for the purpose of reporting for jury duty or any other civil duty provided by law (search and rescue operations, disaster relief assistance, etc.). The Employee should give as much advance notice as possible to their Mayor or Council.

17.2 If the Employee receives any compensation for civil duty, they must report the amount received and the period for which it represents payment. Regular salary will then be used to compensate for the difference between civil duty pay and full pay.

17.3 An Employee once done with duty shall return to work unless there is only two hours left in that work day.

ARTICLE 18 - RELIGIOUS LEAVE

18.1 A leave of absence with pay may be granted for the purpose of observing or attending religious services for holidays of major theological importance.

18.2 Request Procedures

(a) A written request must be made to the Mayor or Council subject to approval by them prior to taking such leave.

ARTICLE 19 - VOTING LEAVE

19.1 When an Employee's work schedule is such that they would not be able to vote prior to or after their regular work hours, they will be granted a reasonable time off duty to vote without loss of pay.

19.2 Request Procedure

A verbal request should be made to the Department Head and is subject to their approval.

ARTICLE 20 - LEAVE OF ABSENCE WITHOUT PAY

20.1 A permanent Employee may be granted leave of absence without pay, up to twelve months, when the work the Department will not be seriously handicapped by their absence. Vacancies created by such leave, if filled, will be by temporary or conditional appointment.

20.2 Request Procedure

(a) A written request, establishing reasonable justification and duration of leave, must be submitted to the Committee Chairman and must be approved by the City Council.

(b) Benefits While On Leave of Absence:

(1) Health Insurance is available for 90 days at the Employee's expense (group rate) if such coverage is desired. All other benefits and accruals shall be discontinued during leaves longer than 30 days.

(c) Reinstatement of Employee Benefits Following a Leave of Absence.

20.3 In a leave of absence less than 30 days, vacation accrual, seniority, and time towards performance evaluation will accrue without interruption. Also health and other insurance benefits will continue without interruption.

20.4 In a leave longer than 30 days, vacation, seniority and time towards performance evaluation will not accrue during the leave, but shall begin accruing again when the Employee returns from leave, without loss of previous accrual (unless vacation and compensatory time have been used to supplement the leave). Health and other insurance benefits will be reinstated after leave and will be subject to the waiting periods for new enrollment.

ARTICLE 21 - HEALTH INSURANCE AND LIFE INSURANCE COVERAGE

21.1 Every new Employee will be given a description in writing by the City Clerk explaining the policy, limitations and coverage available through the City Group Health and Life Insurance Program.

Coverage shall begin as set out in the policy and coverage will be in accordance with and to the extent provided under the terms of the policy in effect for the period of this Agreement includes the following terms:

	<u>In-Network</u>	<u>Out-Of-Network</u>
Deductible (Single)	\$2,000	\$4,000
Deductible (Family)	\$4,000	\$8,000
Co-Insurance	90/10%	70/30%
Out-Of-Pocket Max (Single)	\$6,000	\$8,000
Out-Of-Pocket Max (Family)	\$12,000	\$16,000
Office Visit Co-Pay	\$15	
Emergency Room Co-Pay	\$75	
Prescription Drug Co-Pays	\$10 Generic \$25 Formulary \$40 Non-Formulary	

No deductible will apply to prescription drug charges.

Deductible expenses will be paid as follows: the Employee will pay the first \$250 of deductible expenses for single coverage and the City will pay the remaining amount of the deductible. The Employee will pay the first \$500 of deductible expenses for family coverage and the City will pay the remaining amount of the deductible. The Employee's obligation limitation applies to in-network and out-of-network expenses.

The maximum out-of-pocket that will be self-funded by the City will be \$4,750.

21.2 The City will provide the present Health and Life Insurance coverage through Blue Cross Blue Shield or another carrier for all Employees on the following basis:

(a) The Employer maintains a group term life insurance policy for each Employee at no cost to the Employee. The amount of the coverage will be equal to one times the Employee's basis annual earnings, rounded to the nearest One Thousand Dollar (\$1,000) amount.

(1) All present permanent full-time Employees shall be covered for single health insurance at the City's expense. Any new full-time Employee shall be covered the first day of the month following thirty (30) full calendar days of employment.

(2) All part-time Employees will be covered for single insurance with the City paying a pro-rata share based on the part-time Employee's hours worked each month.

The remainder of the single premium to be deducted from the Employee's paycheck. A part-time Employee who does not want single coverage may do so by submitting a written statement to the City Clerk that he/she does not want single coverage.

(b) An Employee can later obtain single coverage by enrolling at the next anniversary date or a part-time Employee becomes a full-time Employee of the City.

(c) Dependent Group Health Insurance is available to all permanent Employees with the cost of the premium deducted from the Employee's paycheck. Such deduction and coverage shall be authorized by the Employee subject to the insurance policy limitations.

ARTICLE 22 - TENURE PAY

Tenure pay is an annual benefit granted to all full-time and permanent part-time Employees and is given in December on the last pay day prior to Christmas. Employees must have worked the entire 12 months prior to Christmas to receive this benefit. Tenure pay is granted in accordance with the following schedule:

	<u>Employment</u>	<u>Years of Tenure Pay</u>
(a) <u>Full-Time Employees:</u>	1 to 3	\$10 per year
	Over 3	\$30 plus \$5 per year over 3 years
(b) <u>Regular Part-Time Employees:</u>	1 to 3	\$5 plus \$2.50 per year over 3 years

ARTICLE 23 - CAREER DEVELOPMENT

23.1 General Statement

Employees are encouraged to take advantage of education and training benefits to improve their job skills and to qualify for promotions. These benefits are limited to training and education which is relevant to the Employee's current position or "reasonable" promotion opportunities. "Reasonable" is defined as attaining the minimum qualifications for promotion with no more than two years of additional education or training. These benefits will be available to all Employees on a first come first serve basis, subject to the availability of budgeted funds.

23.2 Requests for educational and training may be initiated by either the Employee or Supervisor. Reference to training requests and training received should be made on the Performance Evaluation forms. Final decisions on requests for education and training will be made by the City Council.

23.3 Education Reimbursement

(a) Request Procedure

Employees must submit a written request, with a proposed curriculum of study, to the City Council prior to the meeting before registration deadline for such classes. Requests will be considered for attendance at accredited colleges, universities, and business and technical schools for single courses or programs leading to a degree or certificate.

(b) Amount of Tuition Reimbursement

If a written request is approved by the City Council, the Employee shall receive reimbursement for 100% of the cost of registration, tuition and books, upon successful completion of the course(s) with a grade of "C" or better, or "Passing" where no grade is used. Employees are prohibited from receiving double funding for education, i.e. from the City and another source such as the Veterans Administration. Employees will be required to sign a statement verifying that the City is the sole source of funding.

(c) Reimbursement Requests

When the Employee completes such classes, they shall provide an official transcript or report card and an itemization of reimbursable expenses (with receipts if possible) to the City Clerk for approval by the City Council.

(d) At Time of Separation

(1) If the class taken was related to the Employee's current position and the Employee is separated from City service for any reason except involuntary dismissal within one year of the date of reimbursement, it shall cause 50% of the amount reimbursed within such year to be deducted from the Employee's final paycheck.

(2) If the class taken was related to reasonable promotion opportunity and the Employee is separated from City service for any reason except involuntary dismissal within one year, it shall cause 100% of the amount reimbursed within such year to be deducted from the Employee's final paycheck.

(3) If the Employee terminated for any reason except involuntary dismissal within two years it shall cause 50% of the amount reimbursed to be deducted from the Employee's final paycheck.

(e) Release Time Policy

In cases where Employees have special scheduling problems, every effort will be made to allow the employee release time from their work schedule to attend classes (subject to Department scheduling and workloads). In situations of this type, the Employee must make arrangements to make up the release time on a weekly basis (i.e. taking two hours off on Tuesday afternoons and working two extra hours on Thursdays, or taking 1/2 hour

lunches four days a week, etc.). The Employee must receive written permission from their Supervisor and the City Council.

23.4 Training

(a) Authorization to Attend Function

The City may authorize or require Employee attendance at conferences, seminars, workshops, or other functions of a similar nature that are intended to improve or upgrade the Employee's skills.

(b) Request Procedure

Requests to attend training sessions should be made at the City Council meeting prior to the registration deadline. The City Council will make decisions regarding Employee attendance. All requests for training are to be forwarded to the City Clerk even if the request is denied by the Department Head (for record keeping purposes).

(c) Costs Covered

When a request for training is approved, the Employee's cost of registration, tuition and publications, transportation, lodging and per diem will be covered by the City.

In addition, the Employee will receive compensation as described below:

- (1) When attendance is required by the City, the Employee shall receive compensation in accordance with the section of this Manual relating to overtime hours incurred in the training (not to include eating, off-duty, or sleeping time).
- (2) When attendance is authorized in response to an Employee request, the Employee shall be compensated at their regular rate of pay and shall receive no overtime compensation for extra hours incurred by the Employee's attendance at the training.

23.5 Personal Education and Training

Employees who desire to further themselves through education or training not related to their work for the City are encouraged to do so. The City will be unable to provide financial assistance for this type of education and training. Employees may be granted, upon written request, permission to take time away from their job for training (conference, workshops, etc. - not ongoing classes) when such time is taken without pay as compensatory time or as vacation time, and only so long as their absence will not cause hardship for their Department.

ARTICLE 24 - DISCIPLINE

24.1 The City shall have the right to discipline Employees for just cause which is defined to

include, but not limited to the following: potential falsification of employment application, time card or other records, intentional or reckless damage to City property, tardiness, absenteeism, drunkenness or drug usage (other than usage as prescribed by a licensed physician), failure to report to work without good cause, failure to give notice of inability to report for good cause, inefficiency, insubordination, theft, refusal to perform assigned duties or any act or conduct which is in breach of or contrary to the provisions of this Agreement. The City has the right to adopt rules governing Employee conduct.

24.2 In all cases where Employees are warned, suspended or discharged, notice of thereof shall be given to the Union and the reasons along with to the Union and the Employee and the reasons therefore shall be given to both parties.

24.3 Appeals of City discipline will be processed through the grievance procedure.

24.4 General Conduct

It is recognized to be the obligation of all Employees to be courteous and efficient in the performance of their duties. Employees are expected to establish and maintain harmonious and effective working relationships with other Employees and departments. A friendliness and willingness to help should be exhibited during telephone calls, in letter, and in person-to-person conversations, while at the same time being as brief and concise as possible. In addition, Employees should always strive to reduce costs of supplies and services in every practical manner, and to be as careful with public property as with their own.

24.5 Personal Appearance

City Employees are expected to be dressed and groomed in a clean and neat manner according to current social standards. In addition, Employees should dress and groom in a manner which will not impair or restrict their movements in cases where this might cause safety problems.

Personal appearance may be ground for disciplinary action, but this action shall not exceed an Oral Reprimand (on the first occasion) except in cases where safety of the Employee or others is a factor.

24.6 Grounds for Disciplinary Action - Conduct

Employee conduct will be grounds for disciplinary action. Causes for disciplinary action relating to conduct include but are not limited to:

- (a) Improper use of position as an Employee for personal gain, or to solicit a contribution, response or action designed to further a political or charitable cause.
- (b) Drinking alcohol or taking narcotics or other illegal drugs on the job or arriving on the job under the influence of such substances.
- (c) Gambling during the work day.

- (d) Offensive conduct or language toward the public or other Employees.
- (e) Being adjudged guilty of a crime which brings discredit to the City and hinders the Employee's ability to perform in job capacity.
- (f) Refusal to seek treatment resolution of personal problems which affect work performance (including but not limited to: emotional or family problems, drug abuse or addiction, or alcoholism).
- (g) Acceptance of gratuities or pressure designed to affect the City's response to the public or special interest groups (taking bribes for action).
- (h) Taking City equipment or property off City premises for personal use.

24.7 Grounds for Disciplinary Action - Work Performance

The following are examples of grounds for disciplinary action based on work performance:

- (a) Failure to follow orders from the supervisor.
- (b) Failure to perform assigned work.
- (c) Abusing or being wasteful of materials, property or working time.
- (d) Failing to report to the Proper City Supervisor when absent, or being absent without permission.
- (e) Habitual absence or tardiness.
- (f) Sleeping while on duty.
- (g) Discussion of confidential City business with unauthorized persons.
- (h) Refusal to report in an official emergency.

24.8 Disciplinary Actions

Disciplinary actions include and are not limited to the following: Oral Reprimand, Written Reprimand, Delaying a Scheduled Raise, Extension of Probation, 30 Day Disciplinary Probation, Reduction in pay or Other Monetary Assessment, Demotion, Suspension and Discharge.

24.9 Procedures for Disciplinary Actions

- (a) Oral Reprimand - Formal or informal interview between the Employee and the Supervisor or City Clerk.
- (b) Written Reprimand - Must be presented to the Employee and discussed between

the Employee and Department Head or Committee Chairman. The Employee must affix a signature on the Written Reprimand before it is placed in the personnel file.

(c) Delaying a Raise - This should be explained in the Performance Evaluation. In no instance will the Performance Evaluation be delayed as a technique of Delaying a Raise. Employee must affix a signature before it is placed in their personnel file.

(d) Extension of Probation - This must be explained on the Performance Evaluation completed at the time the probationary period is scheduled to end. Extension shall not exceed three (3) months. This must be approved by the City Council and signed by the Employee.

(e) 30 Day Disciplinary Probation - This is a "last chance" period for an Employee to correct repetitive problems. This action will be subject to a Performance Evaluation. The notification must be provided to the Employee, in writing, and approved by the City Council. If the specific behavior or problem is not corrected within the 30 day period, harsher disciplinary action will be undertaken.

(f) Reduction in Pay or Other Monetary Assessment - Notice must be given to the Employee, in writing, from the Supervisor with approval of the City Council. If a reduction in pay occurs, a special Performance Evaluation shall be completed after three (3) months to determine if the pay should be re-evaluated. No reduction in pay shall exceed fifty cents (\$.50) per hour. No monetary assessment shall exceed a pay back rate of more than 10% of the Employee's net pay per pay period.

(g) Demotion - An Employee may be demoted for work performance falling below the established standards. The Employee must be demoted to a position for which they qualify. Written notice must be given to the Employee at least 5 working days in advance of the effective date of the demotion. All demotions must be approved

by the City Council. All demotions will be subject to a Performance Evaluation. Pay will be set and established by the City Council.

(h) Suspension:

(1) Disciplinary Suspension - Employees may be suspended without pay for up to 30 calendar days for disciplinary reasons. Notice must be given to the Employee from the Department Head with the approval of the City Council. Employees must be put on an Administrative Suspension (below) for 5 working days pending investigation prior to a disciplinary suspension.

(2) Administrative Suspension - When an Employee is subject to a disciplinary suspension or discharge they must first be placed on administrative suspension (without pay) for 5 days pending investigation. Notice must be given, in writing, from the Department Head with approval of the City Council. Investigations, at a minimum, must include a

Performance Evaluation and statements from all concerned parties (and/or witnesses). The result of the investigation and the action taken must be prepared in writing and provided to the Employee before the end of the 5 day suspension. If the investigation clears the employee of the charges, they will receive retroactive pay for the period of suspension and all references of the incident will be removed from the Employee's personnel file.

In situations of conduct violations where it is deemed necessary to remove the Employee immediately from the situation (work site), they may be suspended by oral command of the Supervisor or person in charge or the Mayor. Suspensions of this type shall be with pay and limited to the remainder of the Employee's shift plus one day. After the action was taken, that person must provide a written report of the incident no later than 8:00 A.M. the following day. The City Council must make a decision on further investigation or disciplinary action to be taken and inform the Employee of their decision no later than 4:00 P.M. that day.

(i) Discharge/Dismissal - An Employee may be discharged for a major conduct violation, repetition of minor conduct violations, or for work performance falling below the established standards. Notice must be given in writing. The Employee must be suspended for 5 working days pending investigation. Discharges must be approved by the City Council. Grounds for such action must be well documented on a Performance Evaluation. When an Employee is discharged they will be required to hold an exit interview with their Supervisor to further understand the reasons for the action.

ARTICLE 25 - GRIEVANCE PROCEDURES

25.1 A grievance may arise from alleged violation of this contract or adopted rules and regulations.

25.2 Step I. An aggrieved Employee or the Union, on behalf of the Employee, shall file a written grievance to the City Clerk within ten (10) working days of the occurrence of the action from which the grievance stems, or the Employee's knowledge of such action.

The grievance shall be in writing and include: (1) a statement of what happened, (2) the remedy sought and (3) the provision(s) of the Contract, City policy or rules and regulations violated (if applicable).

The City Clerk shall respond, in writing, to the aggrieved Employee and the Business Representative of the Union within ten (10) working days.

25.3 Step II. Cases involving Employee discipline shall be filed by the Employee or the Union on behalf of the employee at Step II within ten (10) working days of the occurrence.

If the Employee or the Union is dissatisfied with the decision of the City Clerk under Step I, they shall file a written appeal to the City Council within five (5) working days.

The Union may request a meeting with the City Council to discuss the grievance at Step II. The City Council will have ten (10) working days to respond to the grievance, in writing, to both the Employee and the Business Representative of the Union.

25.4 Step III. The decision of the City Council may be appealed by the Union, within ten (10) working days from the receipt of the City Council's decision, to arbitration.

The Union shall request a list of five (5) impartial arbitrators from the Federal Mediation and Conciliation Service.

Upon receipt of the list of arbitrators, the parties shall alternately strike one (1) name from the list, beginning with the Union, until only one (1) name remains on the list.

The arbitrator whose name remains unscratched will be the arbitrator selected. The parties shall cooperate in the mutual interest of effecting the arbitration procedures without deliberate delay on the part of either the City or the Union.

25.5 Time Limits. The failure by an employee or the Union to process a grievance within the time limits set out in this Article shall bar the Employee or Union from any further pursuit of the grievance, and any such grievance shall be considered settled. The failure by the Employer to reply within the time limits set out in this Article shall be deemed a denial of the grievance which may be appealed to the next step. The time limits may be extended by mutual agreement of the parties. The term "working days" shall mean days which the City Hall is open for City Business.

25.6 The Union and the City shall share equally the expenses and fees of the arbitrator and each shall pay its own expenses for arbitration.

25.7 The decision of the arbitrator shall be final and binding on the Union, the City and the aggrieved Employee(s).

25.8 The aggrieved Employee shall have the right to be present at all steps of the grievance procedure without loss of pay. This would be in addition to the Steward who also will have the right to be at all steps of the grievance procedure without loss of pay.

ARTICLE 26 - UNION DUES CHECK-OFFS

26.1 During the life of this agreement and in accordance with the terms of the authorized dues check-off form, or as required by law, the City agrees to deduct per each pay period union dues, initiation fees and other uniform assessments from the pay of those Employees who individually request, in writing, that such deductions be made. The monies so deducted during the month will be remitted on or before the fifteenth (15th) day of the following month, to the Financial Secretary of the Union. A member of the Union may revoke their check-off authorization by giving both the City and the Union thirty (30) days written notice.

26.2 The Union agrees to save the City harmless from any action growing out of these deductions and commenced by any Employee against the City and assumes full responsibility for the disposition of the funds so deducted once they have been submitted to the Financial Secretary of the Union.

ARTICLE 27 - LABOR/MANAGEMENT COMMITTEE

27.1 A Committee will meet upon call of the Union, quarterly, at a mutually agreeable date and time with Representatives of the City.

27.2 The purpose of this Committee is to make suggestions and recommendations regarding improved communications and relations in order to maintain and develop a safe, productive, harmonious and efficient everyday operation.

27.3 During the first year of the Contract, the Committee will discuss Employee(s) job requirements, descriptions and responsibilities.

ARTICLE 28 - PERFORMANCE EVALUATIONS

28.1 General Statement

Performance Evaluations are an essential component in the Administration of Personnel. They provide information relating to: merit raises and promotions; needed training and education; identification of promotable Employees for future reference; needed classification of positions; and, identification of career advancement structures.

28.2 Schedule for Completing Performance Evaluations

Performance evaluations will be reviewed annually on the Employees anniversary date.

Special Evaluations - Should occur:

(a) Prior to any promotion or transfer.

(b) When an Employee is subject to any disciplinary action exceeding an Oral or Written Reprimand.

(c) At the Employee's request, when an Employee requests a performance evaluation, at a scheduled time, or any other time, the Department Head will be obligated to complete the evaluation within two weeks of the request.

28.3 Procedure

Performance Evaluations are to be completed cooperatively by the Employee and their Supervisor. They are to be completed within the scheduled month and may be initiated by either

the Employee or the Supervisor. The Employee and the Supervisor are required to sign the forms.

All evaluations will be reviewed by the Mayor and City Council. All evaluations will be placed in the Employee's personnel file and the Employee will be provided a copy.

Please refer to specific forms and instructions available from the City Clerk's office.

ARTICLE 29 - MISCELLANEOUS

29.1 Mileage Reimbursement

Whenever an Employee is authorized to use a personal vehicle in the performance of official City duties, the Employee shall be compensated at the current Internal Revenue Service rate, if such mileage meets the following conditions:

- (a) All mileage compensation shall be as a result of authorized personal vehicle use. "Authorized" means approved by the Committee Chairman, Mayor or City Council.
- (b) Driving to and from the usual work is the Employee's responsibility and is not reimbursable.
- (c) Reimbursable uses include: the use of personal vehicle to attend out-of-town functions, training sessions, and meetings, when such functions are a requirement of the Employee's job or are deemed desirable by their Committee Chairman of the City Council.
- (d) When an Employee is required to have more than one work site, or is required to travel in the normal course of work, mileage will be reimbursed for all trips, which occur during the work day except for the original reporting to work and the final departure from work.
- (e) When an Employee is required to attend night meetings (other than City Council meetings) they will be reimbursed for mileage from their point of departure to the meeting and from the meeting to their home.
- (f) For work sites, meetings, etc., located in Afton, compensation shall not exceed 5 miles from the point of departure to work site or meeting location and return. For meetings, work sites, etc., outside Afton, mileage will be measured from City Hall to the location in question, or from the Employee's point of departure to the location in question, whichever is shorter.
- (g) Employees must put in claims for mileage reimbursement within 30 days on the forms provided.

29.2 Use of City Vehicles

An Employee must obtain permission from their Department Head, Committee Chairman or the Mayor to use City vehicles. A City Gasoline Credit Card or Charge Account will be used

for gas. Any out of pocket expenses such as parking, tolls, emergency repairs, shall be reimbursed upon presentation of receipts.

29.3 Out of Town Travel

All travel on City business outside of an area of 300 miles of Afton shall be by air (Economy Fair), unless the City Council authorizes another mode of transportation. Tickets will be purchased through the City Clerk's office.

For travel inside an area of 300 miles of Afton, the Employee will be provided with transportation expenses for the mode of travel approved by the City Administrator (bus, train, City vehicle, personal vehicle, etc.).

29.4 Lodging

Employee's lodging expenses will be covered while traveling on City business. Employees are expected to be reasonable in selection of accommodations.

29.5 Per Diem

Any Employee traveling on City business shall receive, in addition to transportation and lodging expenses, a per diem allowance of Thirty Dollars (\$30.00) per day for each day of a conference, meeting, etc., plus no more than one day's per diem for travel each way. The purpose of per diem is to cover ordinary expenses such as meals, refreshments, tips, etc. The total allowance will be granted to the Employee before they leave. Upon return, the Employee will be required to account for the use of per diem (receipts) and return any unused portion. The City Council will determine the reasonableness of the accounting for the use of the per diem.

29.6 Clothing & Uniform Allowance

All permanent full-time Employees in the City Service Departments (Street, Electric, Water or Sewer) will be provided a yearly clothing allowance of One Hundred Fifty Dollars (\$150.00) twice a year. All permanent full-time Employees in the Police Department will be provided a yearly clothing allowance of One Hundred Seventy Five Dollars (\$175.00) twice a year. The City Council approval, shall establish the type, color, and number of uniforms the Employee is required to maintain. Proper maintenance and replacement of a required uniform is the responsibility of the Employee.

Any required leatherwear and personal firearm is specifically excluded from this provision and is the responsibility of the Employee. The City shall reimburse Employees for personal property reasonable and necessarily worn or carried when such property is stolen, damaged, or destroyed as a direct result of the Employee's performance of official duties. Reimbursement shall not be granted if negligence or wrongful conduct of the Employee was a substantial contributing factor of the theft, damage, or destruction.

ARTICLE 30 - SAVINGS CLAUSE

If any Article or Section of this Agreement or of any riders thereto should be held invalid by Operation of Law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and of any rider thereto or application of such Article or Section to persons or circumstances other than those as to which had been held invalid, shall not be affected hereby.

ARTICLE 31 - DURATION

This Agreement shall be effective July 1, 2006, and shall continue through June 30, 2007.

**International Union of Operating
Engineers, AFL-CIO, Local 234**

Rob Lane
Kevin Hoffhause

City of Afton

Michelle Bury
Kathy Gilem

LETTER OF UNDERSTANDING

The Council will review any uniform or equipment damage which happened while on the job for the purpose of reimbursement to the Employee. The decision of the City Council will not be subject to the grievance procedure.

**International Union of
Operating Engineers,
AFL-CIO, Local 234**

Keith Lane

Kevin Hoffhauser

City of Afton

Michelle Bunge

Sharon J. Ham
